

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

In Re:	)	19-11110
	)	
DAVID A. SEGOBIANO AND	)	Chapter 13
JOANNA L. WHITE,	)	
	)	Judge CLEARY
Debtor(s).	)	

**NOTICE OF MOTION**

**The following parties have been served via electronic mail:**

US Trustee: USTPRegion11.ES.EFT@usdoj.gov

Marilyn O. Marshall, Chapter 13 Trustee: [courtdocs@chi13.com](mailto:courtdocs@chi13.com)

**The following party(s) have been served via regular US mail:**

See attached service list.

PLEASE TAKE NOTICE that on May 17, 2021, at 1:30 pm, I will appear before the Honorable Judge Cleary, or any judge sitting in that judge's place, and present the Motion to Incur Additional Debt and Shorten Notice, a copy of which is attached.

**This motion will be presented and heard electronically using Zoom for Government.** No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

**To appear by video,** use this link: <https://www.zoomgov.com/>. Then enter the meeting ID and password.

**To appear by telephone,** call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

**Meeting ID and password.** The meeting ID for this hearing is 161-122-6457 and the password is cleary644. The meeting ID can also be found on the judge's page on the court's web site.

**If you object to this motion** and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

/s/Christine H. Clar  
Christine H. Clar, A.R.D.C. #6202332  
Attorney for the Debtor(s)

**PROOF OF SERVICE**

The undersigned does hereby certify that copies of this Notice and attachments were served to the above persons or entities, if service by mail was indicated above, by depositing same in the U.S. Mail at Wheeling, Illinois 60090, before 5:00 p.m. on May 6, 2021 with proper postage prepaid, unless a copy was provided electronically by the Bankruptcy Court.

/s/Christine H. Clar

Christine H. Clar, A.R.D.C. #6202332  
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC  
790 Chaddick Drive  
Wheeling, IL 60090  
847/ 520-8100

**The following party(s) have been served via regular US mail:**

David Segobiano  
Joanna White  
3053 N. Oleander Ave.  
Chicago, IL 60707

Santander Consumer USA  
DbA Chrysler Capital  
P.O. Box 961275  
Ft. Worth, TX 76161

Capital One Auto finance  
4515 N. Santa Fe Ave., Dept. APS  
Oklahoma City, OK 73118

Jefferson Capital Systems  
P.O. box 7999  
St. Cloud, MN 56302-9617

Capital One  
Becket and Lee  
P.O. Box 3001  
Malvern, PA 19355-0701

Quantum3 Group  
Comenity Bank  
P.O. Box 788  
Kirkland, WA 98083-0788

New Residential Mortgage  
P.O. Box 10826  
Greenville, SC 29603-0826

We Smile Dental  
7124 W. Diversey Ave.  
Chicago, IL 60707

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

<b>In Re:</b>	)	<b>19-11110</b>
	)	
<b>DAVID A. SEGOBIANO AND</b>	)	
<b>JOANNA L. WHITE,</b>	)	<b>Chapter 13</b>
	)	
	)	<b>Judge CLEARY</b>
<b>Debtor(s).</b>	)	

**MOTION TO ALLOW DEBTOR TO INCUR ADDITIONAL DEBT  
AND SHORTEN NOTICE**

NOW COMES the Debtors, by and through their attorneys, DAVID M. SIEGEL & ASSOCIATES, LLC, to present his Motion, and in support thereof states as follows:

1. Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
2. On April 17, 2019 the Debtors filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, and the Chapter 13 plan was confirmed on July 15, 2019. Marilyn O. Marshall was appointed Trustee in this case.
3. The Debtors' Chapter 13 plan provides for payments of \$150.00 monthly for 2 months, then \$400.00 for an additional 6 months, then \$492.00 for an additional 10 months, then \$737.00 for the balance of the plan, with an initial plan term of 60 months, with payments to the General Unsecured Creditors of 100% of their allowed claims.
4. That at the time of filing Debtor owned and possessed a 2008 Honda Odyssey, which they were paying for directly to the creditor. This loan has now been paid off. This vehicle needs extensive repairs, which are unreasonable for a 13 year old car.
5. Debtors require a replacement vehicle for a successful reorganization. Debtors desire to purchase a replacement vehicle (2019 Kia Optima) from Motor World. (See attached Exhibit A.)
6. That Debtors have the ability to pay for said vehicle by adjusting their budget.
7. No creditors shall be prejudiced by the granting of this motion.

WHEREFORE, the Debtors, DAVID A. SEGOBIANO AND JOANNA L. WHITE, pray that this Honorable Court grant the Motion to Allow Debtor to Incur Additional Debt and Shorten Notice.

Respectfully Submitted,

/s/Christine H. Clar  
Christine H. Clar, ARDC #6202332  
Attorney for Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC  
790 Chaddick Drive  
Wheeling, IL 60090  
847/ 520-8100  
davidsiegelbk@gmail.com

# EXHIBIT A

Simple Interest - Fixed Rate

Stock Form No. IFI-26 (Rev. 1/20)  
Copyright 2020, ILLIANA FINANCIAL, INC., Elmhurst, IL (All Rights Reserved)

Reorder from ILLIANA FINANCIAL, INC.  
1-800-942-2240

Form No. IFI-26 (Rev. 1/20)

**RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE - SIMPLE INTEREST**

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
14.99 %	\$ 14172.36	\$ 27147.00	\$ 41319.36	\$ 41319.36

**Your payment schedule will be:**

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 573.88	monthly beginning 06/04/21
N/A	\$ N/A	N/A

**Security:** You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

**Late Charge:** If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00; or ii) \$10.00 if the installment is for \$200.00 or less.

**Prepayment:** You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

**Buyer(s)**  
JOANNA WHITE  
3053 OLEANDER, CHICAGO, IL 60707  
(Address) (City) (State) (Zip)

**Buyer(s)**  
(Names)

**Seller**  
Motor World, Inc.  
550 Roosevelt Rd., Glen Ellyn, IL 60137  
(Business Address) (City) (State) (Zip)

**Remization of Amount Financed**

1. Cash Price \$ 24500.00  
Less: Cash Downpayment \$ N/A  
Less: Other Downpayment (describe) N/A \$ N/A  
Value of Trade-In N/A  
Trade \$ N/A  
Lien Payoff \$ N/A  
To: Net Trade \$ N/A

2. Total Downpayment \$  
(If negative enter "0" and see "Unpaid Balance Due on Trade-In" below)

3. Unpaid Balance on Cash Price \$ 24500.00  
Amount Paid to Others for You  
\*WE MAY BE RETAINING A PORTION OF THIS AMOUNT  
Unpaid Balance Due on Trade-In \$ N/A

Year, Make, Model of Buyer's Trade-In (Paid to):  
Insurance Companies: N/A \$ N/A  
N/A \$ N/A  
N/A \$ N/A  
Public Officials (Licenses, Title & Taxes) \$ 2347.00  
Paid to ERT Service Provider for Optional ERT Fee \$ N/A  
Other Charges (describe) N/A  
To: N/A \$ N/A  
To: N/A \$ N/A  
To: N/A \$ N/A  
To: N/A \$ N/A  
To: N/A \$ N/A  
To: DOC FEE \$ 300.00  
To: 2647.00

4. Total Other Charges & Amount \$  
Paid to Others for You \$ 27147.00  
5. Amount Financed (3 + 4) \$

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle.

The vehicle will be used primarily for personal, family, household or agricultural purposes. However, if the following box is checked, the vehicle will be used primarily for business or commercial purposes. ☐

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Vehicle Identification Number	Body Color	Odometer	Key No.
USED	2019	KIA	OPTIMA	4DR	4	5XXGW4L24KG314530	BLK	29070	N/A

Buyer Promises to pay to the order of Seller at the offices of:

(Assignee) located in 14.99 %

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 14.99 % per annum from date of maturity in 2021 installments of \$ 573.88 each and a final installment of \$ 573.88 beginning on

and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein. Herein, Holder means the motor vehicle retail Seller, sales finance agency, or any other Assignee that purchases or makes a loan upon the security of this retail installment contract.

**ILLINOIS NOTICE REGARDING USED VEHICLES**

The following applies only if the vehicle is a used vehicle and is not an antique vehicle as defined in the Illinois Vehicle Code, or a collector motor vehicle and does not apply to a vehicle with more than 150,000 miles at the time of sale.

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

Attention consumer: sign here only if the Seller has told you that this vehicle has the following problem or problems and you agree to buy the vehicle on those terms:

1. N/A  
Buyer Signature N/A Date

20002/0002

MOTOR WORLD, INC.

05/05/2021 12:12PM FAX 6305451069